

August 16, 2001.

Mr. & Mrs. Howard E. Rose
25398 Learman Rd.
Chestertown, Md. 21620

Dear Mr. & Mrs. Rose:

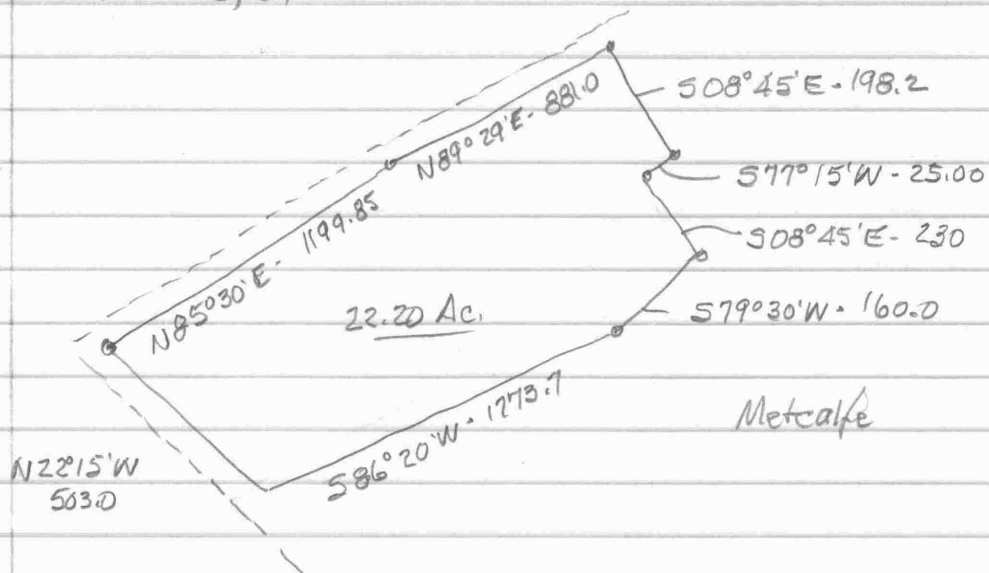
I have reviewed the letter from the Agricultural Land Preservation Foundation concerning the acreage in your farm, and I have researched the land records in the court house. I have also drawn a plat showing the various parcels that I hope will make things a little clearer.

Your deed consists of three parcels out of which came 8 conveyances. The main problem is with Parcel 1. There are two typographical errors in transferring this description from RAS 14/206 to MLM 119/522. The 15th line of the description should be N 36 30 E not S 36 30 E, and the last line should be S 87 W - 1769' not 176.9'. Making these corrections, the acreage in the tract comes out to 188.910 with an error of closure of 50.21'. The description of Parcel 2 seems to be acceptable to the foundation. Parcel 3 has an error of closure of 45.08' which may or may not be acceptable.

The first tract excepted out of Parcel 1, recorded in RAS 14/206, supposed to contain 2.15 acres, is actually a right-of-way most of which is included in later conveyances to the county for Learman Road. One 18' segment runs north to the France woodlot. This woodlot is now Parcel 3 of the Rose lands. The second segment of this right-of-way lies within the second tract excepted out of Parcel 1, the 22.21 acre tract. This second exception seems to be accepted by the foundation.

Two conveyances out of the original description, WHG 40/366 and WHG 51/313, make up what is now Learman Road, a 40' wide county road. WHG 37/236, computed to 4.784 acres, is now part of the Cookerly and Anderson lots. EHP 197/216 is owned by Mr. & Mrs. Rose, and MLM 119/528 is now in title to Pauper Promise, the original Learman home.

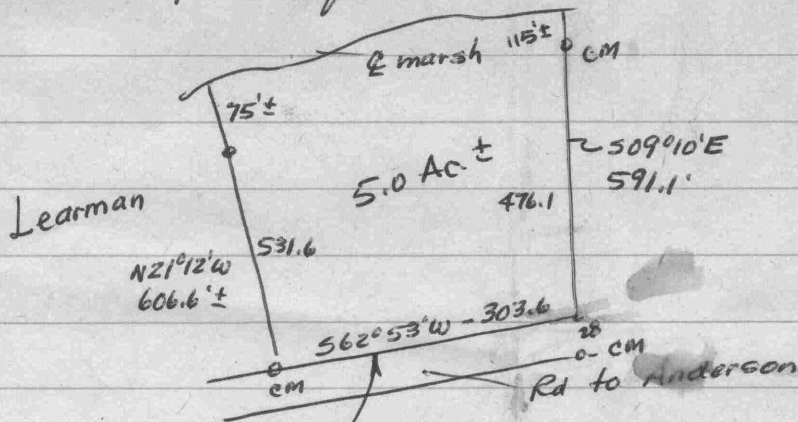
RA2 25/104



W.H.G. 37/239

Learman to Anderson

Plat by Metcalfe



56 25 20
18 50 50
75 16 10

54 44
21 12
76 56

62 52
54 44
08 08

RAS 14/206

Krotzer to Derr

Also McAllister to Wisley

Begin 300 cor.

on N side private rd. 25' wide

N 22 1/4° W - 528 ✓

N 19 1/2° W - 484 ✓

N 54° E - 64 ✓

N 84 3/4° E - 2074 ✓ to w side 25' R/W

" 25 ✓ to w side 18' R/W

N 03 1/4° W - 759 ✓ to stone

N 33 1/2° W - 325 ✓

N 43 1/2° W - 104 ✓ to stone & France

N 59 1/2° E - 360 ✓

N 87 1/2° E - 240 ✓

N 50 1/4° E - 292 ✓

N 34 3/4° W - 663 ✓ to stone

N 30° E - 101 ✓ to creek

S 72 1/4° E - 189 ✓

S in 112/522 → N 36 1/2° E - 584 ✓

N 72 3/4° E - 260 ✓

N 55 3/4° E - 308 ✓

N 73° E - 536 ✓

N 49 1/2° E - 328 ✓

N 06 1/2° E - 138 ✓

N 76 3/4° E - 111 ✓

S 08 1/2° W - 233 ✓

S 51 3/4° E - 416 ✓

S 21 1/4° E - 548 ✓

S 52 1/2° E - 315 ✓

S 30 1/4° E - 309 to river ✓

S 13° W - 435 to Krotzer ✓

W/S 577° W - 622 ✓

S 11° 05' E - 645 ✓

S 62° W - 464 ✓

S 51° W - 200 ✓ to N side R/W

S 09 1/2° E - 25 ✓ to S side R/W

S 80 1/2° W - 1900 ✓ to E side R/W

568.5 509 1/4° E 569.5 817.5 ✓

S 76 3/4° W - 25 ✓

S 09 1/4° E - 220.5 ✓ to N side rd.

W/S 579° W - 160 ✓

S 87° W - 1769 to begin

188 d 7 A.C.

S & E - ① RAS 14/206

② RAS 25/104

S 09 1/4° E - 569.5 to N side R/W

W/E side S 09 1/4° E - 817.5

total dist.

2074
25
2099

Plotted
1" = 400

~~9694~~
~~- 42.170~~
188.415

- 3.922
- 50.061
188.91

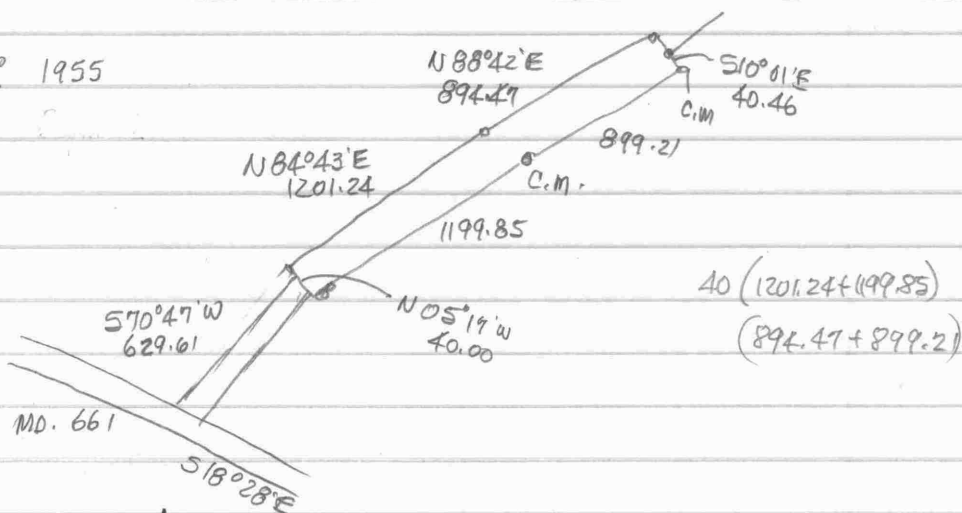
MLM 119/522

3 Parcels

SE E

✓ Boundary line agreement 17/368
✓ WHG 37/236 4.784 O.K. Metcalfe plat
✓ WHG 40/366 1.926 O.K.
✓ WHG 51/313 Computed. 2.436
EHD 197/26 8.797 O.K. McC survey
119/528 3.531 O.K. my survey.

McC 1955



WHG 51/313- Grant to Co Comm.

Begin SW cor. Joplin at E end. WHG 40/366
w/ div. line N 10° 01' W - 592.60 at NW cor. Joplin
w/ls N 77° 58' E - 1897.60

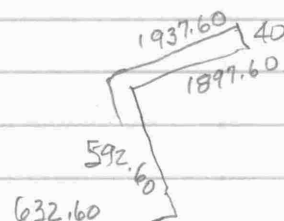
N X S 40'

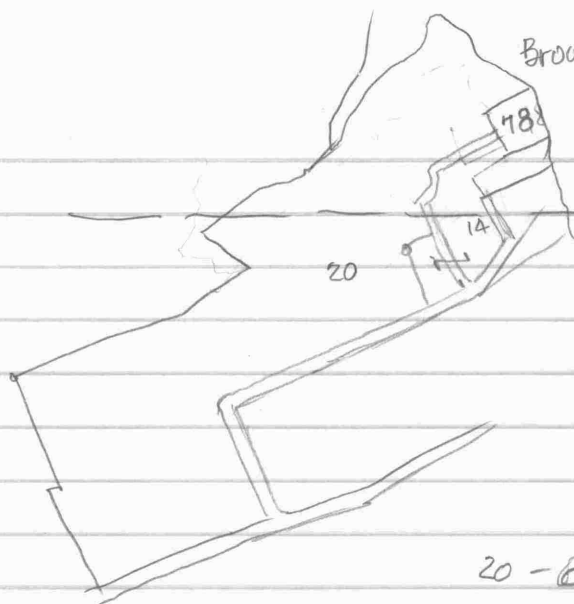
S 77° 58' W - 1937.60

S 10° 01' E - 632.60

N 87° 50' E - 40'

Being part of 25' R/W RAS 14/206





14 - Howard Rose EHP 197/216
25398 Learman Rd.
Chert.

20 - ~~Walter E. Wickers~~ EHP 137/238

20 - Rose MLM 119/522

78 - Paupers Promise MLM 118/267

MLM 119/522

Parcel 1 - descrip in RAS 14/206

Begin SW cor. ---

188.66

SSE RAS 14/206 2.15

RAS 25/104

Parcel 2

Begin SE cor. on N side 25' E/W, said point

N 27°41'E - 35.30 from C.M.

w/ McAllister N 09°18'W - 742.80 ✓

N 36°46'W - 320.80 to stone ✓

N 54°14'W - 104.00 to C.M. ✓ at SW cor woodlot

S 62°03'W - 513.90 to " ✓

S 77°26'W - 1706.90 " " ✓

S 28°33'E - 269.70 " " ✓

S 28°37'E - 638.40 " "

N 77°27'E - 2082.50 to begin

50.70 AC.

5113.46 6153.55

5013.61
5042.98

Parcel 3

Begin stone SE cor.

S 45½°E - 10 p. 165 ✓

S 56½°E - 22 363 ✓

N 42°E - 12.74 210.21 ✓

N 69°E - 26.72 440.88 ✓

N 57½°E - 13 214.50 ✓

N 38°W - 40.21 663.47 ✓

S 66°W - 6.12 100.98 ✓

S 60½°W - 6 99 ✓

S 29½°E - 6 99 ✓

S 60½°W - 22 363

S 43¾°W - 22.48 370.92

13A1R

WHG 17/368 Boundary line agreement

Begin NE end 25' RLW

old line

N51°00'E - 200

N62°00'E - 464 to C.M. to new div. line

Begin NE end 25' wap, said point N09°30'W - 25' from 8x8 C.M.

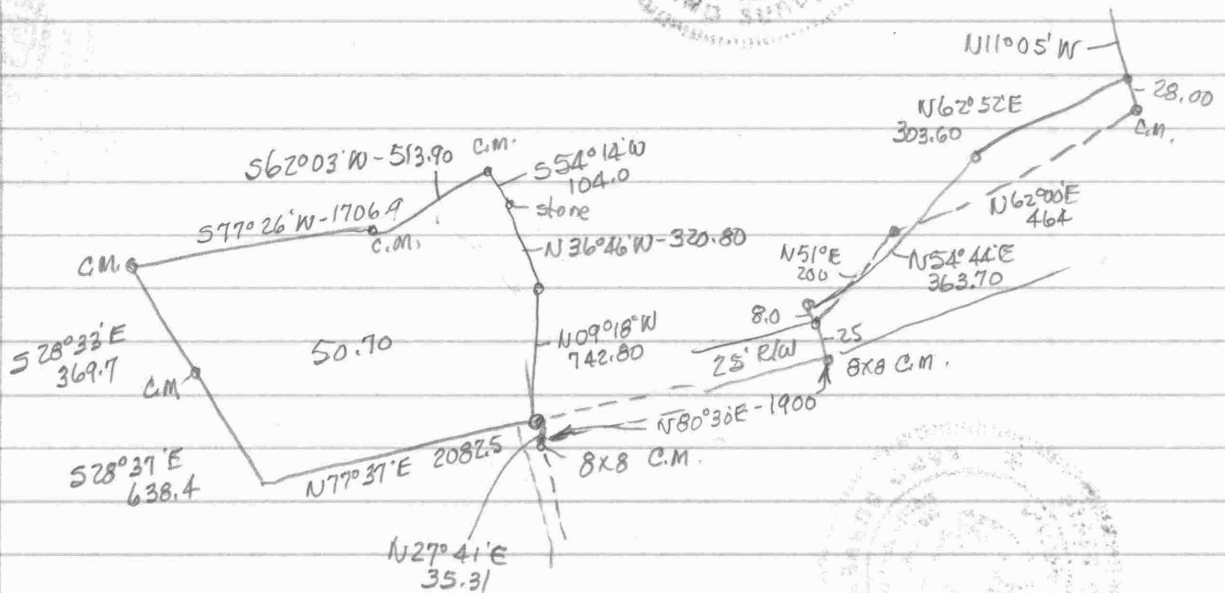
wf line N09°30'W - 8.00

N54°49'E - 363.70

N62°52'E - 303.60

w/s S11°05'E - 28 to C.M.

Metcalf plat WHG 17/374



N54°44'E - 363.70

N62°52'E - 303.60

S11°05'E - 28

S62°00'W - 464

S51°00'W - 200

N09°30'W - 8

5102.14

5162.84

4985.17

5006.09

EC

S22°19'30"E - 16.03

Parcel #1

15th line should be N36½°E-584 not S36½°E

Last line should be S87°W-1769 not 176.9

E.C. 50.214 - 188.910Ac.±

Parcel #2 - 50.831 - E.C. 0.09

Parcel #3 11.864 E.C. 45.08

S&E-

① Boundary line agreement = WHG17/368

② WHG 37/236 4.784

③ WHG 40/366 1.926 - 40' R/W O.K

④ WHG 51/313 2.436 40' R/W

⑤ ELP 197/216 8.797

⑥ " 119/528

S&E O RAS 14/206 - Superseded by. WHG 40/366 & WHG 51/313

⑦ - 22.10

208.031 43.574

SEE

- ① WHG. 37/236
 - ② WHG 40/366
 - ③ WHG 51/313
 - ④ EHP 197/216
 - ⑤ Probably my survey
-

RA514/206- SEE

Begin at inter R/W & pub rd.

w/ R/W $N 85 \frac{1}{2}^{\circ} E - 1185$ ✓

$N 88 \frac{3}{4}^{\circ} E - 881$ ✓

w/ E side R/W - $N 09 \frac{1}{4}^{\circ} W - 595.5$ ✓

$N 80 \frac{1}{2}^{\circ} E - 58$ to R/W ✓

w/w side R/W - $N 03 \frac{1}{2}^{\circ} W - 759$ ✓

$N 30 \frac{1}{4}^{\circ} W - 325$ ✓

$N 43 \frac{1}{2}^{\circ} W - 104$ to stone ✓

w/ France $N 59 \frac{1}{2}^{\circ} E - 18$ ✓

$S 43 \frac{1}{2}^{\circ} E - 104$ ✓

$S 30 \frac{1}{4}^{\circ} E - 325$ ✓

$S 03 \frac{1}{4}^{\circ} E - 784$ ✓ to S side R/W

WS $S 80 \frac{1}{2}^{\circ} W - 33$ ✓

$S 09 \frac{1}{4}^{\circ} E - 817.5$ ✓

$S 76 \frac{3}{4}^{\circ} W - 25$ ✓

$N 09 \frac{1}{4}^{\circ} W - 323$ ✓

$S 88 \frac{3}{4}^{\circ} W - 881$

$S 85 \frac{1}{2}^{\circ} W - 1185$ to intersect opp. begin

2.15 Ac.

The boundary line agreement shows an error of closure of 16.03'. I have plotted this up on the enclosed plat at a 1"=100' scale. Obviously the Rose farm has lost land in this transaction. I think that the best way to resolve this is to merely scale the acreage from the plat.

If the foundation accepts these adjusted figures the acreage will be as follows:

Parcel 1- 188.910 Acres
Parcel 2 - 50.831 "
Parcel 3 - 11.864 "

Total -251.605 "

Out conveyances:

WHG 37/236 - 4.784 acres
WHG 40/366 - 1.926 "
WHG 51/313 - 2.436 "
EHP 197/216 - 8.797 "
MLM 119/528 - 3.531 "
Excepting out of Parcel 1- 22.10 acres

Since the land in the 2.15 acre tract out of Parcel 1 is either included in other out conveyances, or no longer is relevant since it is bordered on both sides by Rose lands and was originally created to give access to Rose lands (Parcel 3), I do not believe that this should be subtracted from the acreage. However, land lost by the property line agreement should. The final figure, if this is acceptable, would be 208.031 acres minus that calculated lost by the property line agreement.

I am including copies of the plat that I made and a copy of the Scott plat of Parcel 1. If I can be of any further help, please let me know.

Sincerely yours,

PARRIS N. GLENDENING, Governor
HAGNER R. MISTER, Secretary
BRADLEY H. POWERS, Deputy Secretary



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STATE OF MARYLAND
DEPARTMENT OF AGRICULTURE

MARYLAND AGRICULTURAL LAND PRESERVATION FOUNDATION

August 3, 2001

Mr. and Mrs. Howard E. Rose
Quacker Neck Holly
25398 Learman Road
Chestertown, MD 21620

RE: 14-07-98-01

Dear Mr. and Mrs. Rose:

You have accepted the offer that has been made to you by the Maryland Agricultural Land Preservation Foundation to purchase an agricultural land preservation easement on your property.

You had applied to sell an agricultural land preservation easement to the State on 228.00 acres. However, our office has been informed by Mr. Robert Abrahams, Assistant Attorney General, that he is not able to confirm acreage for the above referenced property. Please refer to the attached memorandum to Mr. Scheidt from Mr. Abrahams giving additional details. At this point, you may elect to do one of the following:

- 1) You may provide additional documentation to Mr. Abrahams that may help to verify acreage (survey plat and/or metes and bounds description).
- 2) You may elect to have your property surveyed at your expense to verify acreage as submitted on your application. The easement offer will remain the same unless there is an increase or decrease in acreage reflected in the survey, which exceeds 2% of the original acreage submitted. Please understand that if the survey reveals less acreage, the offer amount will be reduced accordingly. If the survey reveals more acreage, the offer amount will be increased accordingly.
- 3) You may elect not to proceed any further with this easement sale and withdraw your application to reapply in a future cycle.

If you wish to continue with the easement sale and decide to have the property surveyed, please send out office three (3) copies of the survey and a metes and bounds description of your property when completed. The above policy will apply as far as payment of acreage, which is subject to when funds become available. Upon receipt of a metes and bounds description, it will be forwarded to the settlement attorney for review. A determination will be made at that time if additional information, if any, will be required.

If you have any questions concerning the verification of acreage or other issues, I suggest you contact Mr. Abrahams at the Department of General Services at (410) 767-4314

Sincerely,

A handwritten signature in dark ink, appearing to read "Paul W. Scheidt", with a stylized flourish at the end.

Paul W. Scheidt
Executive Director

cc: Robert Abrahams
Carla Martin

MEMORANDUM
MARYLAND DEPARTMENT OF GENERAL SERVICES
Office of Real Estate

TO : Paul Scheidt File: 14-07-98-01 DATE : August 1, 2001
FROM *R.S.* Robert S. Abrahams, Esq., COPIES : File
SUBJECT : Rose Agriculture Easement 228 Acs+-

In reference to the above file I have reviewed the title work and my comments are as follows:

1.) The title deed has three parcels of land referenced in Liber M.L.M. No. 119 Folio 522. The first parcel is said to contain 188.66 acres of land, more or less*. Al W. verified the acreage in this description to be 235.347 acres with an error of closure of 2,163.20 feet. There are also two saving and excepting parcels referenced in this parcel. The first parcel is referenced in Liber R.A.S. No. 14 Folio 206 and is said to contain 2.15 acres of land, more or less. Al W. verified the acreage in this description to be .063 acres with an error of closure of 82.10 feet. The second save and except parcel is said to contain 22.21 acres of land, more or less. Al W. verified the acreage in this description to be 22.10 acres with an of closure of 3.69 feet which is acceptable.

There is also a boundary line agreement referenced in Liber 17 folio 368 which contains a description of a line approximately 1,320.48 feet long containing .012 acres, more or less. The title deed in Liber M.L.M. No. 119 Folio 522 references the boundary line agreement and also refers to an area that is save and excepted but has no description.

The second parcel is said to contain 50.70 acres of land, more or less. The acreage in this description was verified to be 50.831 acres with an error of closure of .09 feet, which is acceptable.

The third parcel is said to contain 13.25 acres of land, more or less. The acreage in this description was verified to be 11.864 acres with an error of closure of 45.08 feet.

. There are also five additional save and except parcels referenced in the title deed as follows:

A.) Liber W.H.G. No. 37 folio 236 is said to contain 5.0 acres of land, more or less. The acreage in this description was verified to be 4.784 acres with no error of closure.

B.) Liber W.H.G. No. 40 folio 366 is said to contain 1.93 acres of land, more or less. The acreage in this description was verified to be 1.926 acres with an error of closure of .01 feet, which is acceptable.

C.) Liber W.H.G. No. 51 folio 313 does not state an acreage in the deed. The acreage in this description was verified to be 2.436 acres with an error of closure of 7.12 feet.

D.) Liber E.H.P. No. 197 folio 216 is said to contain 8.797 acres of land, more or less. The acreage in this description was verified to be 8.797 acres with an error of closure of .03 feet, which is acceptable.

E.) Liber 119 folio 528 the saving and excepting parcel in the title deed said to contain 3.531 acres of land, more or less. Al W. verified the acreage in this description to be 3.531 acres with no error of closure, which is acceptable.

F.) *Please also note that this parcel is also referenced in Liber R.A.S. No. 14 folio 206 and is said to contain 188.17 acres of land, more or less. The acreage in this description was verified to be 214.303 acres with an error of closure of 568.24 feet and has two different calls than the description stated in the title deed in Liber M.L.M. No. 119 Folio 522.

Therefore, the property will have to be surveyed prior to settlement or the owner will have to provide information to verify the acreage prior to settlement. If you have any questions concerning the same please let me know.

THIS (PURCHASE MONEY) MORTGAGE, is made this 21 day of May, 1997, between HOWARD E. ROSE and EREN L. ROSE, his wife, (Mortgagor(s) of Kent County, State of Maryland, and PAUPER'S PROMISE LIMITED LIABILITY COMPANY, a Maryland Limited Liability Company, Mortgagee(s):

WHEREAS, the said Mortgagor(s) are justly indebted unto the said Mortgagee(s) One Hundred Ninety-two Thousand Four Hundred (\$192,400.00) Dollars (being money loaned and advanced by said Mortgagee(s) to said Mortgagor(s) for which said sum and the interest thereon the Mortgagor(s) have passed to Mortgagee(s) their Promissory Note dated _____ 1997, for said principal sum of One Hundred Ninety-two Thousand Four Hundred (\$192,400.00) Dollars, payable in accordance with the terms of the aforesaid Promissory Note.

AND WHEREAS, this (Purchase Money) Mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times limited in the aforesaid Promissory Note or any renewals thereof and the performance of all the covenants hereinafter mentioned, the execution hereof being a condition precedent to the making of said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One (\$1.00) Dollar, the said Howard E. Rose and Eren L. Rose, do grant and convey unto Pauper's Promise Limited Liability Company, its successors and assigns, in fee simple:

ALL those three tracts, parts of tracts, pieces or parcels of land situate, lying and being in the Seventh Election District of Kent County, State of Maryland, and more particularly described as follows, that is to say:

PARCEL NO. 1: ALL that tract of land situate, lying and being in the Seventh Election District of Kent County and being a portion of the Maslin Farm, formerly of Harry A. Kratzer, in Quaker Neck, and more particularly described by metes and bounds, courses and distances, in a deed to the said John F. McAllister from Frank Gordon Derr, etc., dated September 18, 1940, and recorded among the Land Records for Kent County, Maryland, in Liber R.A.S. No. 25, Folio 133, etc.

BEGINNING for the same at the extreme southwest corner of the said tract where it corners on the northern side of the private road leading from the lands of the late D. W. Ingersoll to the public road leading to Quaker Neck Wharf, thence with the eastern side of the said private road North 22 1/4 degrees West 528 feet to the M. A. Toulson land and to the northern side of a private road or right of way 25 feet wide leading from other parts of the H. A. Kratzer farm through the property hereby conveyed to the Quaker Neck Wharf Road, thence with the Toulson land the six following courses and distances: North 19 1/2 degrees West 484 feet, thence North 54 degrees east 64 feet thence north 84 3/4 degrees east 2074 feet to the western side of a right of way 25 feet wide leading from other Kratzer lands and continuing the same course with the northern side of a right of way 25 feet wide for Kratzer lands to the western side of a right of way 18 feet wide leading to

the France lands, thence with said right of way the three following courses and distances: north $3\frac{1}{4}$ degrees west 759 feet to a stone, thence north $33\frac{1}{2}$ degrees west 325 feet, thence north $43\frac{1}{2}$ degrees west 104 feet to a stone and the France land, thence with the said France land the five following courses and distances: north $59\frac{1}{2}$ degrees east 360 feet; thence north $87\frac{1}{2}$ degrees east 240 feet; thence north $50\frac{1}{4}$ degrees east 292 feet; thence north $34\frac{3}{4}$ degrees west 663 feet to a stone; thence north 30 degrees east 101 feet to Rebecca Brown's Creek; thence with the said Creek the thirteen following courses and distances: south $72\frac{1}{4}$ degrees east 189 feet; thence south $36\frac{1}{2}$ degrees east 584 feet; thence north $72\frac{3}{4}$ degrees east 260 feet; thence north $55\frac{3}{4}$ degrees east 308 feet; thence north 73 degrees east 536 feet; thence north $49\frac{1}{2}$ degrees east 328 feet; thence north $6\frac{1}{2}$ degrees east 138 feet; thence north $76\frac{3}{4}$ degrees east 111 feet; thence south $8\frac{1}{2}$ degrees west 233 feet; thence south $51\frac{3}{4}$ degrees east 416 feet; thence south $21\frac{1}{4}$ degrees east 548 feet; thence south $52\frac{1}{4}$ degrees east 315 feet; thence south $30\frac{1}{4}$ degrees east 309 feet; thence to the waters of Chester River; thence with the waters of said Chester River south 13 degrees west 435 feet to lands reserved by Harry A. Kratzer, et al, thence with said Kratzer lands the five following courses and distances: south 77 degrees west 622 feet with the center of a marsh to a stake or stone, thence south 11 degrees 5 minutes east 645 feet to a locust tree, thence south 62 degrees west 464 feet; thence south 51 degrees west 200 feet to the northern side of a right of way leading from the Kratzer lands, thence south $9\frac{1}{2}$ degrees east 25 feet to the south side of the right of way (25 feet wide) and with the lands of Rex M. Whaley; thence South $80\frac{1}{2}$ degrees west 1900 feet to the east side of the right of way (25 feet wide) thence with the east side of the right of way and continuing with the Whaley land south $9\frac{1}{4}$ degrees East 568.5 feet to the north side of the right of way (25 feet wide) leading from the Whaley and other Kratzer lands to the Quaker Neck road, hereinbefore mentioned, and continuing the same course with the Whaley and Kratzer lands and still with the east side of the right of way 817.5 feet, thence with the Kratzer lands the two following courses and distances: South $76\frac{3}{4}$ degrees west 25 feet; thence south $9\frac{1}{4}$ degrees east 220.5 feet to the north side of the private road leading from the Ingersoll land to the Quaker Neck Road, thence with the north side of said private road the two following courses and distances: south 79 degrees west 160 feet; thence south 87 degrees west 176.9 feet to the beginning and containing 188.66 acres of land.

SAVING AND EXCEPTING therefrom and thereout 2.15 acres thereof described in a certain deed from H. A. Kratzer, Sr., et al, to John F. McAllister dated June 12, 1935, and recorded in Liber R.A.S. No. 14, Folio 206.

SAVING AND EXCEPTING therefrom and thereout all that 22.21 acre part thereof which by deed dated the 17th day of May, 1940, and recorded among the Land Records for Kent County aforesaid in Liber R.A.S. No. 25, folio 104, was granted and conveyed to the said Rexford N. Whaley, et al, by Frank Gordon Derr, et al.

THIS conveyance of the above described tract of land known as the "McAllister Tract" is made subject to a certain deed and agreement by and between the said Rexford N. Whaley and Frances W. Whaley, his wife, and Robert Anderson and Jeannette M. Anderson, his wife, defining and fixing a new division line between the said "McAllister Tract" and the lands of said Robert Anderson and Jeannette M. Anderson, his wife, all as shown and more fully set forth on a certain survey and plat thereof prepared by J. B. Metcalfe, Surveyor, November 1950, and which said plat is intended to be recorded among the Land Records for Kent County aforesaid together with this deed and the said Rexford N. Whaley and Frances W. Whaley, his wife, do hereby grant and convey unto the said Birdsey L. Learman and Jane Learman, his wife, as tenants by the entireties, their assigns, to the survivor of them, and to the survivor's heirs and assigns, in fee simple, all that piece or parcel or pieces or parcels of ground situate and lying north of the said new division line and immediately adjacent thereto as shown on said Metcalfe plat, being as aforesaid the same piece or parcel of real estate conveyed by deed and agreement from said Robert Anderson, et al, to Rexford N. Whaley and Frances W. Whaley, his wife, and which said deed is intended to be recorded among the Land Records for Kent County aforesaid prior hereto; together with the right of usage for all purposes the roadway now laid down and constructed on, over and across the lands described in the Whaley-Anderson deed and agreement, and reserved therein by said Whaleys, and across the easterly

part thereof to what is known as the "McAllister Tract", said road having a width of 20 feet, more or less. And excepting from and out of said "McAllister Tract" all that piece or parcel, pieces or parcels thereof situate and lying south of said new division line as shown on said Metcalfe Plat, conveyed by said Whaleys to said Andersons.

PARCEL NO. 2: ALL that lot of land situated, lying and being in the Seventh Election District of Kent County, State of Maryland, being the southerly portion of the William C. Townsend Farm which the Grantors acquired by deed from the said Townsend dated the 15th day of November, 1943, and recorded amongst the Land Record Books of the said County in R.A.S. No. 32, Folio 430, and is more particularly described in a survey made by J. B. Metcalfe in November 1950, as follows:

BEGINNING for the same at the southeasterly corner of the land intended to be conveyed at a point on the northerly side of a 25 foot wide way that leads to the lands of Robert Anderson and others. Said point is North 27 degrees 41 minutes East 35.30 feet from an 8" x 8" concrete monument that marks the northwesterly corner of the Peter W. Joplin lands (monument is set at the right angle corner of the aforementioned 25 foot wide way) and running (1) thence by and with the McAllister lands herein firstly described the three following courses and distances: North 09 degrees 18 minutes West 742.80 feet to a point; north 36 degrees 46 minutes west 320.80 feet to a stone; north 54 degrees 14 minutes west 104.00 feet to a 6" x 6" concrete monument set at the southwesterly corner of the France wood lot (R.A.S. No. 30, folio 507 tract No. 2); (2) thence by and with a division line of the lands intended to be conveyed the two following courses and distances - South 62 degrees 03 minutes west 513.90 feet to a 6" x 6" concrete monument; south 77 degrees 26 minutes West 1706.90 feet to a 6" x 6" concrete monument; set on a division fence line of the grantors and other lands; (3) thence by and with the last mentioned division fence line south 28 degrees 33 minutes east 369.70 feet to a 6" x 6" concrete monument set at a fence corner; (4) thence by and with a division line of the lands intended to be conveyed south 28 degrees 37 minutes east 638.40 feet to a 6" x 6" concrete monument set on the line of other lands of the grantors; (5) thence by and with the said line north 77 degrees 37 minutes east 2082.50 feet to the point of beginning, containing 50.70 acres of land, more or less.

Surveyed in November 1950, by J. B. Metcalfe, Surveyor.

SUBJECT to the reservation of a twenty (20) foot right-of-way more particularly described in a deed dated December 27, 1950, from Rexford N. Whaley, et ux, to Birdsey L. Learman, et ux, recorded among the Land Records of Kent County, Maryland, in Liber W.H.G. 17, Folio 369.

PARCEL NO. 3: ALL that parcel of land described as Tract No. 2 in a certain deed dated the 21st day of January, 1943, and recorded among the Land Records for Kent County aforesaid in Liber R.A.S. No. 30, Folio 507, from M. Adele France, et al, to the said Rexford N. Whaley and Frances W. Whaley, his wife, and more particularly described as follows, that is to say:

ALL that part of a tract or tracts of land situate, lying and being in Quaker Neck in Kent County aforesaid called "Stradford's Manor" or "Stradford Manor" and sometimes "Home farm" of the late Barney DeCorse, deceased, which is contained within the following courses and distances to wit:

BEGINNING at a stone at the southeast corner of the land hereby conveyed which is at the end of the third line of the part of a tract of land which was conveyed to William Decorse by said Barney Decorse and running from thence the following courses and distances, to wit: South 45 ½ degrees east 10 perches; thence south 56 ½ degrees east 22 perches; thence north 42 degrees east 12.74 perches; thence north 69 degrees east 26.72 perches; thence north 57 ½ degrees east 13 perches; thence north 38 degrees west 40.21 perches; thence south 66 degrees west 6.12 perches; thence south 60 ½ degrees west 6 perches; thence south 29 ½ degrees east 6 perches; thence south 60 ½ degrees west 22 perches and from thence south 43 ¾ degrees west 22.48 perches to the place of beginning, containing 13 acres and 1 rood of land, more or less.

BEING part of the land which were conveyed to the said William DeCorse by Barney DeCorse and wife, together with the free use of the road or way over the land of the said William DeCorse 12 feet wide for hands, persons, carts, carriages, vehicles, horses and cattle and which said road runs as follows: Beginning at a stone being the beginning of the land conveyed by Barney DeCorse and wife to the said William DeCorse and running from thence south $51\frac{1}{2}$ degrees East 10 perches; thence south $36\frac{1}{4}$ degrees east 18 perches, and from thence south $9\frac{3}{4}$ degrees east 46 perches, till it reaches the road or way over the land of the said Barney DeCorse laid down for the said William DeCorse, his heirs and assigns, and contained in the deed from said Barney DeCorse to William DeCorse and the same use of the said last mentioned road or way over the lands formerly of the said Barney DeCorse to and from the lot or parcel of land conveyed in this deed.

SAVING AND EXCEPTING from the aforesaid Parcels 1, 2, and 3 the following:

(1) A certain parcel consisting of 5.0 acres, more or less, described in a Deed dated November 5, 1954, from Birdsey L. Learman by Jane Learman, his attorney-in-fact, and Jane Learman, his wife, R. Hynson Rogers and Frances W. Whaley, widow, to Robert L. Anderson and Jeannette M. Anderson, his wife, and recorded among the Land Records of Kent County, Maryland, in Liber W.H.G. 37, folio 236.

(2) A certain parcel consisting of 1.93 acres, more or less, described in a deed dated July 16, 1957, from Birdsey L. Learman and Jane Sharp Learman, his wife, and Philip V. Kratzer and Richard Carvell, Executors and Trustees under the Will of Henry A. Kratzer, deceased, to the County Commissioners of Kent County, Maryland, and recorded among the Land Records of Kent County, Maryland, in Liber W.H.G. 40, folio 366.

(3) A certain parcel of land described in a Deed dated September 3, 1957, from Birdsey L. Learman, by Jane Sharp Learman, his attorney-in-fact, and Jane Sharp Learman, his wife, individually, and Philip V. Kratzer and Richard Carvell, Executors and Trustees under the Will of Henry A. Kratzer, deceased, to the County Commissioners of Kent County, Maryland, and recorded among the Land Records of Kent County, Maryland, in Liber W.H.G. 51, folio 313.

(4) A certain parcel of land consisting of 8.797 acres, more or less, described in a certain Deed from Pauper's Promise Limited Partnership, Grantor, to Howard Rose and Eren L. Rose, his wife, Grantees, dated May 1, 1986, and recorded in Liber E.H.P. 197, folio 216.

BEING the same land conveyed to Howard E. Rose and Eren L. Rose, his wife, from Pauper's Promise Limited Liability Company by Deed bearing even date herewith and recorded or intended to be recorded among the Land Records for Kent County, Maryland, immediately prior hereto.

FURTHER SAVING AND EXCEPTING THEREROM, the following:

BEGINNING for the same at a point on the mean high waters of the Chester River, said point being the southeast corner of the herein described lands and the northeast corner of the lands of Thomas M. Anderson; and running, thence, by and with said Anderson lands, through a marsh, South 75 degrees 22 minutes 20 seconds West 344.78 feet, more or less to a new division line between the herein described lands and other lands of Pauper's Promise; thence, by and with said new division line North 09 degrees 25 minutes West 402.80 feet and North 80 degrees 10 minutes 10 seconds East 469.75 feet, more or less to the mean high waters of the Chester River, thence, by and with the mean high waters of said river South 13 degrees 02 minutes 50 seconds West 241.07 feet and South 03 degrees 16 minutes 50 seconds West 155.91 feet to the place of beginning. Containing in all 3.531 acres of land, more or less.

TOGETHER with a 50 foot right-of-way over other lands of Pauper's Choice and the lands of Howard Rose to the easterly end of Learman Road; more particularly described as follows:

Beginning for the same at a point on the second line of this description North 09 degrees 25 minutes West 95.80 feet from the beginning of said line; and running, thence, South 82 degrees 25 minutes 54 seconds West 704.71 feet to the northernmost corner of the lands of Howard and Eren Rose; thence, by and with said Rose lands the five following courses and distances: (1) South 55 degrees 38 minutes 57 seconds West 73.19 feet, (2) South 20 degrees 40 minutes 40 seconds West 146.73 feet, (3) South 45 degrees 40 minutes 38 seconds West 228.15 feet, (4) South 07 degrees 59 minutes 59 seconds East 187.86 feet, and (5) South 21 degrees 05 minutes 25 seconds East 163.45 feet, thence, over the Rose lands South 25 degrees 11 minutes 38 seconds East 390.34 feet to the end of Learman Road; thence, by and with said road South 80 degrees 26 minutes 07 seconds West 51.92 feet; thence, along lines parallel to and 50 feet from the first seven lines of this right-of-way description the seven following courses and distances: (1) North 25 degrees 11 minutes 38 seconds West 378.14 feet, (2) North 21 degrees 05 minutes 25 seconds West 170.98 feet, (3) North 07 degrees 59 minutes 59 seconds West 218.90 feet, (4) North 45 degrees 40 minutes 38 seconds East 242.37 feet, (5) North 20 degrees 40 minutes 40 seconds East 151.40 feet, (6) North 55 degrees 38 minutes 57 seconds East 100.84 feet, and (7) North 82 degrees 25 minutes 54 seconds East 715.00 feet to the second line of the above described lot; thence, by and with said second line reversed South 09 degrees 25 minutes East 50.03 feet to the place of beginning.

THIS conveyance is subject to the existing easements, rights of way and agreements for roadways, electric transmission lines and the service and maintenance thereof.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Pauper's Promise Limited Liability Company, its successors and assigns, forever.

PROVIDED, that if the said Howard E. Rose and Eren L. Rose, their heirs and assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of One Hundred Ninety-two Thousand Four Hundred (\$192,400.00) Dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the Property hereby mortgaged; and said Mortgagor(s) hereby also authorize(s) the said Mortgagee(s), its successors or assigns, or Ernest S. Cookerly, the duly authorized Attorney or Agent of the said Mortgagee(s), to sell the hereby mortgaged property; such sale in either instance to take place only after a default shall have occurred in any of the covenants or conditions of this Mortgage as herein provided. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be conducted in accordance with the provisions of the Real Property Article 7-105 of the Annotated Code of Maryland and Rules 14-201 to 14-210, inclusive, of the Maryland Rules of

Procedure and under any other general or local laws or rules of procedure of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred (\$100.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee(s), its successors or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor(s), as tenants by the entireties, and to the survivor of them, and to the survivor's heirs or assigns, or to whomever may be entitled to the same.

AND the said Mortgagor(s) for their heirs and assigns, do/does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sales as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commissions the said Mortgagor(s) for their heirs and assigns, do hereby covenant to pay and the said Mortgagee(s) its successors or assigns, or _____ its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND it is agreed that, until default be made in the premises, the said Mortgagor(s), their heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. Mortgagor(s) shall pay in the meantime all taxes and assessments, public dues and charges levied or assessed, or to be levied or

assessed, on said hereby mortgaged property, which mortgage debt and interest, taxes and assessments, public dues and charges, the said parties of the first part do covenant to pay when legally payable.

IF ALL or any part of the Property or any interest in it is sold or transferred to someone other than the Mortgagor(s) without Mortgagee(s)' prior written consent, Mortgagee(s) may, at its option, require immediate payment in full of all sums secured by this Mortgage. If Mortgagee(s) exercise(s) this option, Mortgagee(s) shall give Mortgagor(s) notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor(s) must pay all sums secured by this Mortgage. If Mortgagor(s) fail to pay these sums prior to the expiration of this period, Mortgagee(s) may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor(s).

AND the said Mortgagor(s) further covenant(s) to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least the full insurable value, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee(s), its successors or assigns, to the extent of lien or claim hereunder.

WITNESS the hand(s) and seal(s) of said Mortgagor(s).

TEST:

Howard E. Rose (SEAL)

Eren L. Rose (SEAL)

RECEIVED
MAY 23 34 PM '85
CLERK-CIRCUIT COURT
KENT COUNTY



OTHER LANDS OF
PAUPERS PROMISE LIMITED PARTNERSHIP
E.H.P. 163/119
(APPROX. REMAINING AREA 214.2 AC. ±
ACCORDING TO TAX ASSESSMENT
RECORDS)

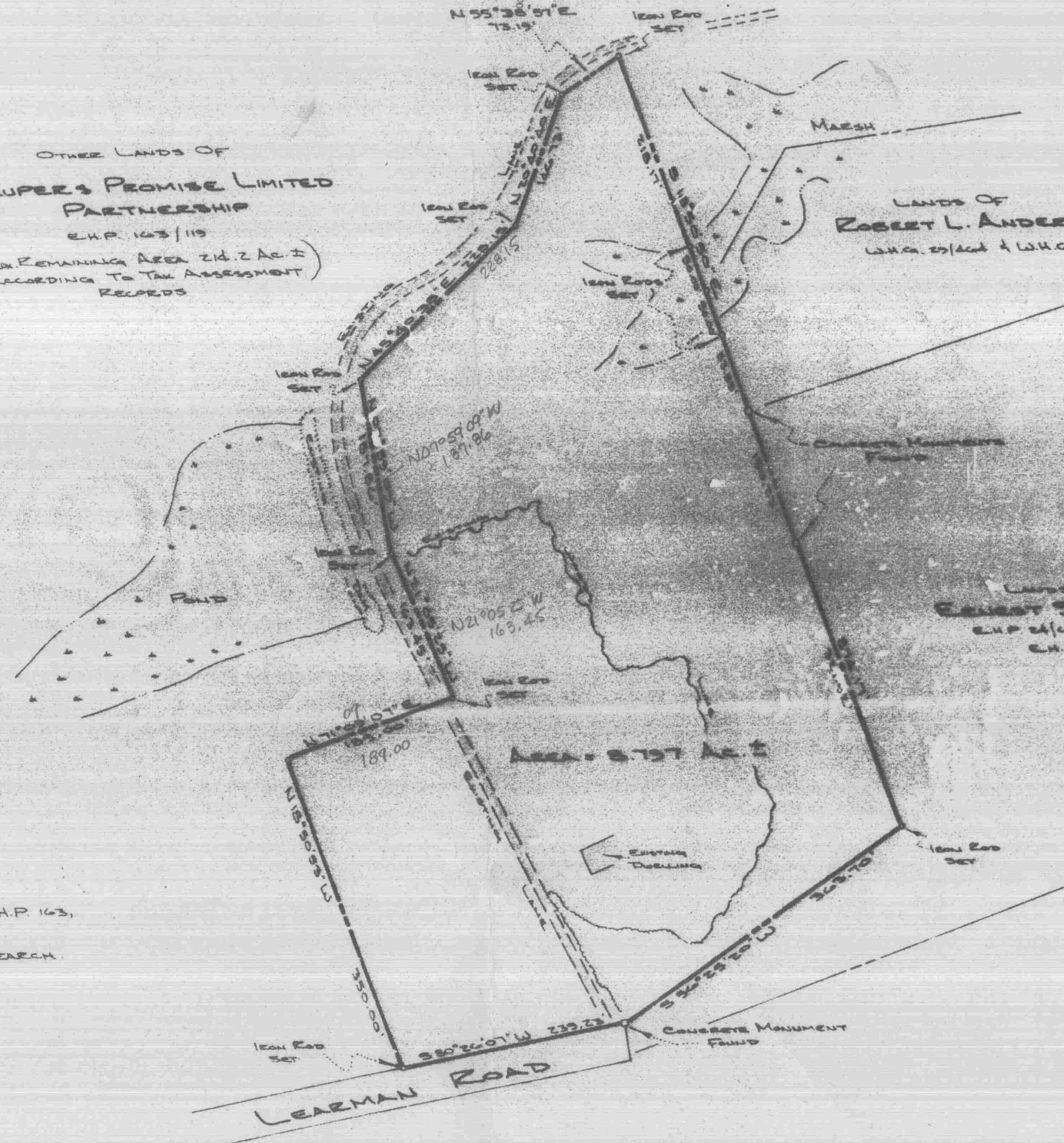
LANDS OF
ROBERT L. ANDERSON
L.H.G. 25/424 & L.H.G. 27/236

LANDS OF
ERNEST S. COOKLEY
E.H.P. 24/446 &
E.H.P. 25/754

RECORD FEE 2.50
PLATTS 2.50

Note

- 1) FOR DEED REFERENCE SEE LIBER E.H.P. 163, FOLIO 119
- 2) THIS SURVEY IS SUBJECT TO A TITLE SEARCH.



APPROVED

4-25-86 *Gail C. Lisch*
DATE KENT COUNTY DIRECTOR OF PLANNING

4-24-86 *John A. Gault*
DATE KENT COUNTY HEALTH OFFICER

DATE 4-26-86	SCALE 1"=100'
JOB NO. 202210303	DRAWN BY D. JOINER
FOLDER REF. 102	APPROVED
DATE	REVISION

MC CRONE

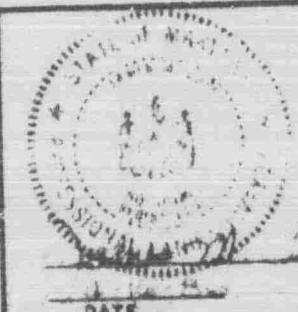
ENGINEERS • PLANNERS • SURVEYORS
ANNAPOLIS, MARYLAND

CENTREVILLE - CHESTERTOWN - DENTON - EASTON - ELKTON - LEONARDTOWN - PRINCE FREDERICK

MINOR SUBDIVISION OF PART OF THE LANDS
OF
PAUPERS PROMISE LIMITED PARTNERSHIP

7TH ELECTION DISTRICT, KENT COUNTY, MARYLAND

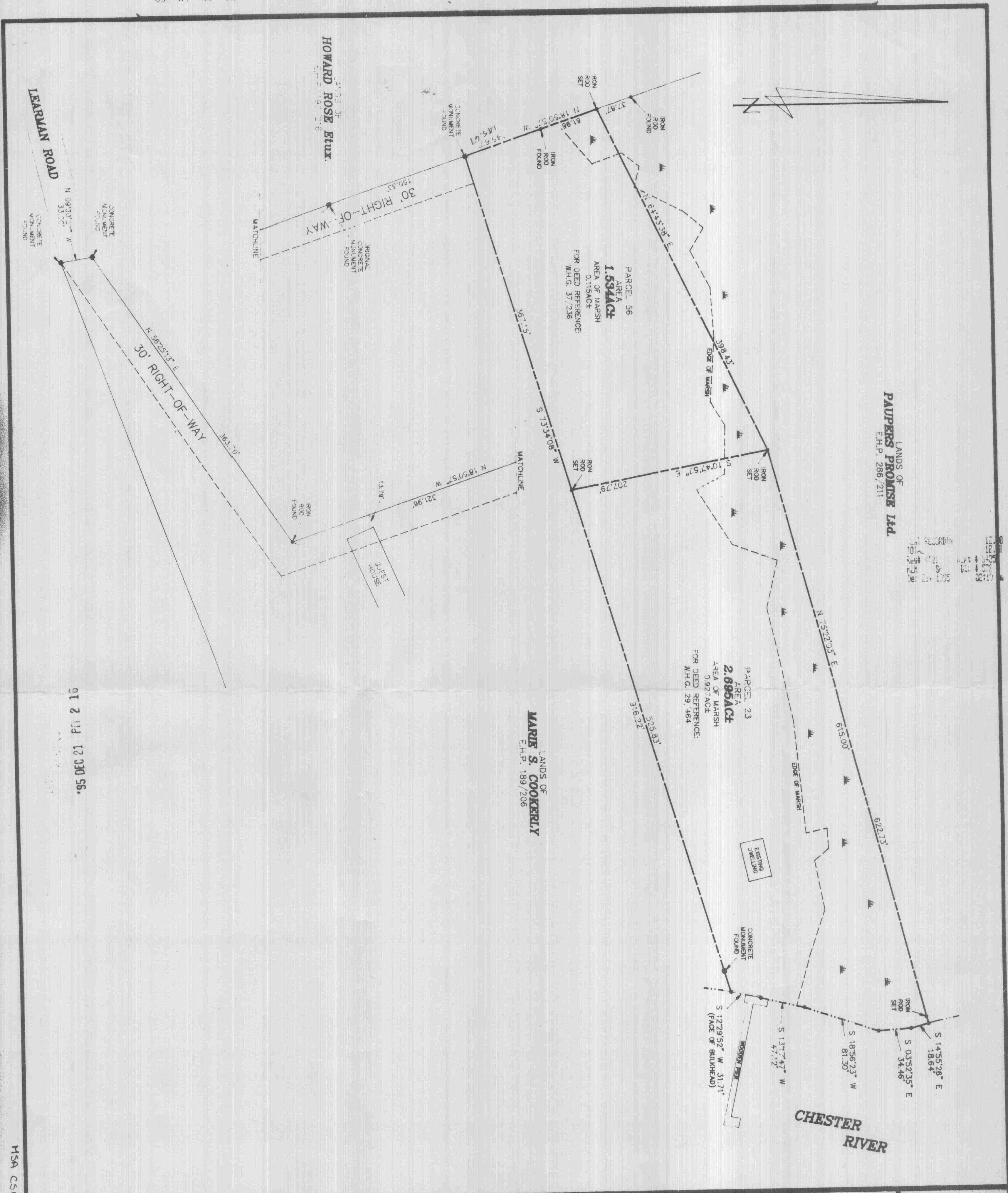
FE - HOWARD E. & EREN ROSE



DATE
SHEET NO.
FILE NO.

Filed state in Plat Book EHP #2 folio 1160.





91 2 14 12 30 DEC 56.

HSA CSU 2123-223

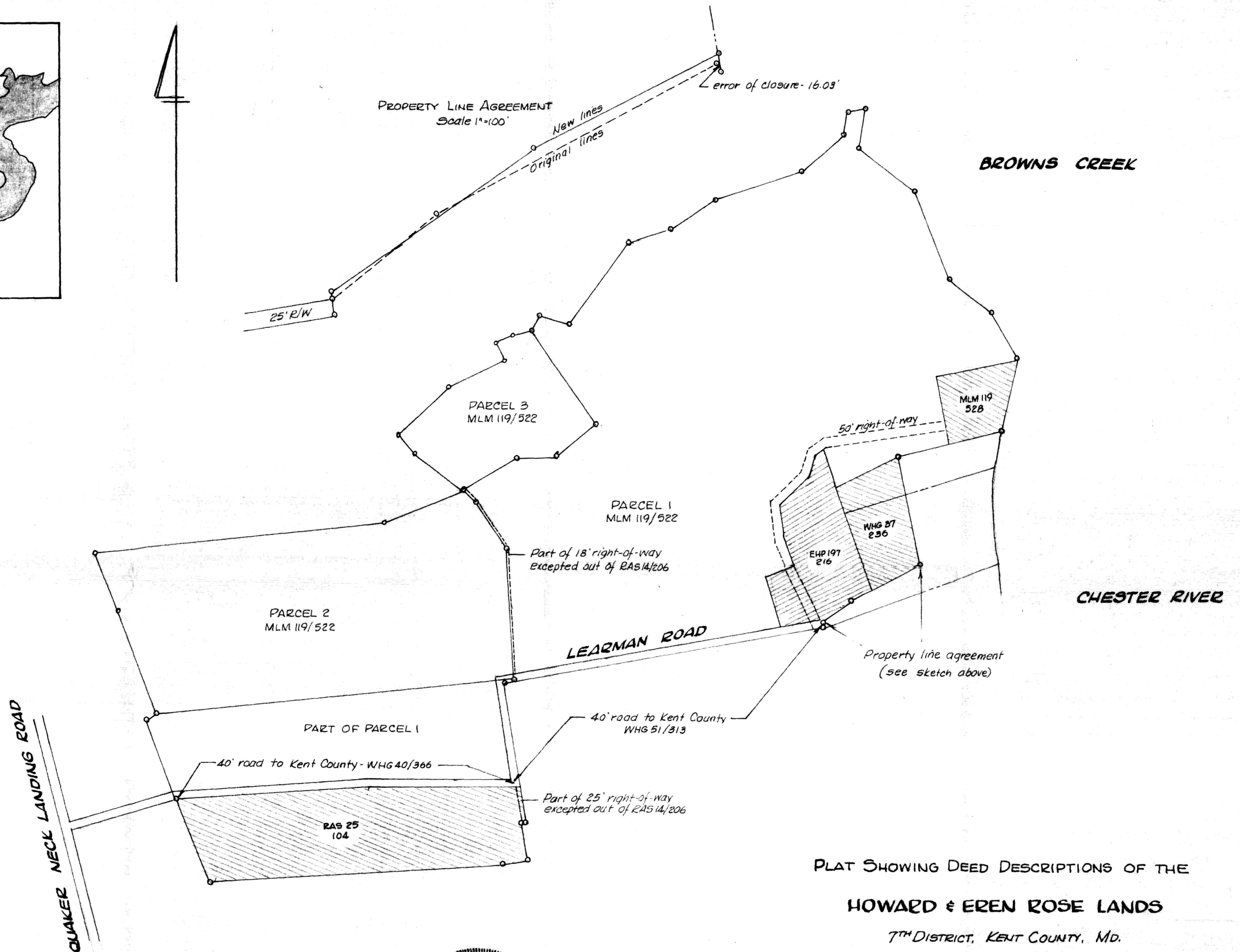
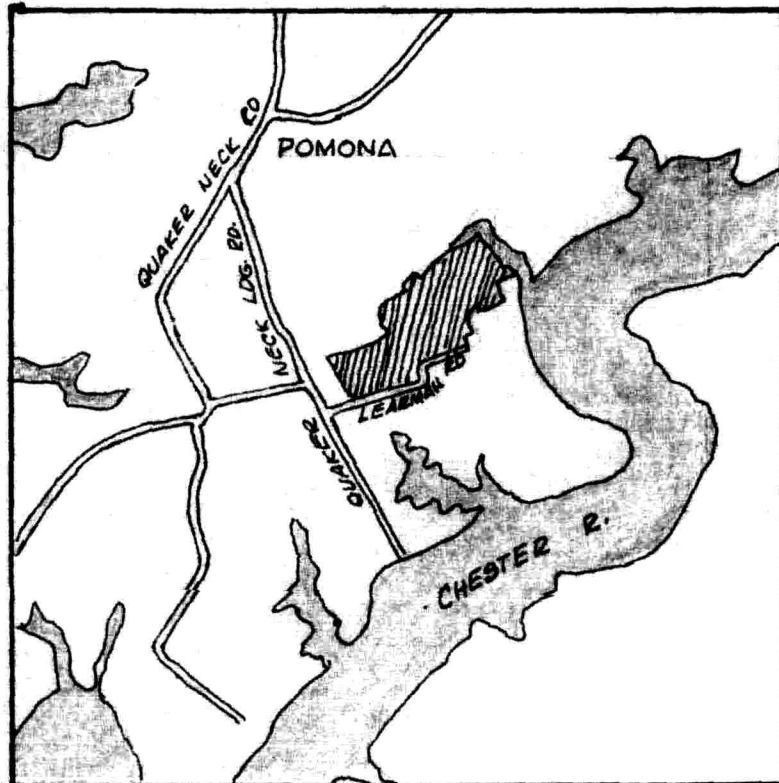
OUTLINE SURVEY		DATE 9-8-95	SCALE 1"=60'
OF THE LANDS OF,		JOB NO. 756	DRAWN BY RAN
ROBERT L. ANDERSON Etux.		FOLDER REF K-275	
		DATE	REVISION
SEVENTH ELECTION DISTRICT, KENT COUNTY, MARYLAND			
PREPARED FOR: THOMAS ANDERSON			

MICHAEL SCOTT

310 PARK ROW CHESTERTOWN, MD 20620 (410)778-2310

2/17/95
DATE
SEAL

FILED 12/21/95 IN PLAT BOOK MUN #1 FOLD #441



PLAT SHOWING DEED DESCRIPTIONS OF THE

HOWARD & EREN ROSE LANDS

7TH DISTRICT, KENT COUNTY, MD.

Scale 1"=400'

Aug 2001.

William R. Nuttle, Reg. Surveyor
Chestertown, Md.